

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

Docket No:19 CV 00861 (JMA)(ARL)

FREEDOM MORTGAGE,

Plaintiff,

ANSWER

-against-

TIMOTHY GREGG, ET. AL,

Defendants,

-----X

Defendant, TIMOTHY GREGG (“the answering defendant”), by his attorneys, THE LAW OFFICES OF DAVID L. SINGER, P.C., sets forth the following, upon information and belief, as and for an answer to plaintiff’s complaint:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs “1”, “2” “3”, “4”, “5”, “6”, “7”, “8”, “9”, “10”, “11”, “12”, “13”, “14” of the complaint, except admits that the answering defendant is the owner of and resides at the single family residence located at 533 Clarendon Road, Uniondale, NY 11553, begs leave to refer to the original note, mortgage and other documents relied upon by Plaintiff in said complaint when Plaintiff produces those documents at the trial of this action, and respectfully refers all questions of law to this Honorable Court.

2. , The answering defendant repeats, reiterates, and reasserts all denials set forth in paragraphs “1” above, as if fully set forth herein at length.

3. Denies each and every allegation set forth in paragraphs, “15”, “16”, and “17”, “18” and “19” of the complaint, and respectfully refers all questions of law to this Honorable Court.

4. The answering defendant repeats, reiterates, and reasserts all denials set forth in paragraphs “1” “2” and “3” above, as if fully set forth herein at length.

5. Denies each and every allegation set forth in paragraphs “19”, “20”, “21”, and “22” of the complaint, and respectfully refers all questions of law to this Honorable Court.

THE ANSWERING DEFENDANT’S FIRST AFFIRMATIVE DEFENSE

6. That Plaintiff failed to properly effectuate service of the summons and complaint on the answering defendant in accordance with the provisions of the New York Civil Practice Law and Rules and any other applicable statute.

7. That by reason of the foregoing, Plaintiff’s complaint must be dismissed.

THE ANSWERING DEFENDANT’S SECOND AFFIRMATIVE DEFENSE

8. That Plaintiff failed to strictly comply with the notice requirements of RPAPL §§1303, 1304, 1306 and 1320.

9. That by reason of the foregoing, Plaintiff’s complaint must be dismissed.

THE ANSWERING DEFENDANT’S THIRD AFFIRMATIVE DEFENSE

10. Plaintiff was not the owner or the holder of the note and mortgage, sued upon herein, at the time this action was commenced.

11. Accordingly, Plaintiff does not have standing to maintain this action.

12. That by reason of the foregoing, Plaintiff’s complaint must be dismissed.

THE ANSWERING DEFENDANT'S FOURTH AFFIRMATIVE DEFENSE

13. That Plaintiff breached its contractual obligations to the answering defendant by failing to mail a Notice of Default and Notice of Acceleration as required by the terms of the note and mortgage and has damaged him thereby.

14. That by reason of the foregoing, the Plaintiff's complaint must be dismissed.

WHEREFORE, defendant, TIMOTHY GREGG, demands judgment dismissing the complaint in its entirety, and for any such other and further relief as this Court deems just and proper in the circumstances.

Dated: Melville, New York
May 2, 2019

Yours, etc.

DAVID L. SINGER, P.C.,
Attorneys for Answering Defendant

By: 

David L. Singer, Esq.
150 Broadhollow Road, Suite 122
Melville, New York 11747
Tel: (631) 923-2399
Our File No.: 16-003 DLS

TO: Gross Polowy LLC
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221